

EXHIBIT 17

Message

Page 1 of 12

Pamela Kendall

From: Dietderich, Andrew G. [dietdericha@sullcrom.com]
Sent: 05 January 2011 18:10
To: Pamela Kendall
Subject: RE: Canary Wharf("CW")

Attached.

From: Pamela Kendall [mailto:Pamela.Kendall@CanaryWharf.com]
Sent: Wednesday, January 05, 2011 11:15 AM
To: Dietderich, Andrew G.
Subject: RE: Canary Wharf("CW")

Andy

Redacted

Thanks
Pamela

-----Original Message-----

From: Dietderich, Andrew G. [mailto:dietdericha@sullcrom.com]
Sent: 05 January 2011 13:52
To: Pamela Kendall
Cc: Shenker, Joseph; Christopher Henderson; Simon Waugh; CWCL Tony Jordan; 'levcapital@aol.com'; George Iacobescu
Subject: Re: Canary Wharf("CW")

Redacted

From: Pamela Kendall <Pamela.Kendall@CanaryWharf.com>
To: Dietderich, Andrew G.
Cc: Shenker, Joseph; Christopher Henderson <Christopher.Henderson@CanaryWharf.com>; Simon Waugh <Simon.Waugh@CanaryWharf.com>; tony.jordan@cwcontractors.com <tony.jordan@cwcontractors.com>; levcapital@aol.com <levcapital@aol.com>; George Iacobescu <George.Iacobescu@CanaryWharf.com>
Sent: Wed Jan 05 05:15:39 2011
Subject: RE: Canary Wharf("CW")

Andy

Redacted

Regards

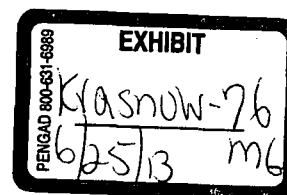
Pamela

-----Original Message-----

From: George Iacobescu
Sent: 03 January 2011 20:16
To: 'dietdericha@sullcrom.com'; 'levcapital@aol.com'
Cc: 'ShenkerJ@sullcrom.com'; Pamela Kendall; Christopher Henderson; Simon Waugh; 'tony.jordan@cwcontractors.com'
Subject: Re: Canary Wharf("CW")

06/01/2011

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CW0018454

Message

Page 2 of 12

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George

Sent from my Blackberry Wireless Handheld

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From: Dietderich, Andrew G. <dietdericha@sullcrom.com>
To: George Iacobescu; 'levcapital@aol.com' <levcapital@aol.com>
Cc: Shenker, Joseph <ShenkerJ@sullcrom.com>
Sent: Mon Jan 03 19:59:43 2011
Subject: Re: Canary Wharf("CW")

Redacted

From: George Iacobescu <George.Iacobescu@CanaryWharf.com>
To: Dietderich, Andrew G.; Sam Levinson <levcapital@aol.com>
Cc: Shenker, Joseph
Sent: Wed Dec 22 13:04:51 2010
Subject: RE: Canary Wharf("CW")

Redacted

George



Canary Wharf Group plc
Registered Office: One Canada Square Canary Wharf London E14 5AB
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CW0018455

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Page 3 of 12

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From: Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]
Sent: 22 December 2010 16:34
To: Sam Levinson
Cc: George Iacobescu; Shenker, Joseph
Subject: RE: Canary Wharf("CW")

Redacted

From: Sam Levinson [<mailto:levcapital@aol.com>]
Sent: Wednesday, December 22, 2010 11:26 AM
To: Dietderich, Andrew G.
Cc: george.iacobescu@canarywharf.com; Shenker, Joseph
Subject: Re: Canary Wharf("CW")

Redacted

Sam

On Dec 22, 2010, at 11:21 AM, "Dietderich, Andrew G." <dietdericha@sullcrom.com> wrote:

Redacted

From: Krasnow, Richard [<mailto:richard.krasnow@weil.com>]
Sent: Wednesday, December 22, 2010 10:45 AM
To: Dietderich, Andrew G.
Cc: O'Connor, Michael; 'DODonnell@milbank.com'; Del Nido, Erika; Jones, Rupert; Isakoff, Peter
Subject: RE: Canary Wharf("CW")

Andy,

Based on our review of the draft of the JP Morgan agreement, the forfeiture agreement with LBL/PwC, and taking into account the potential overlay of

06/01/2011

CONFIDENTIAL

CW0018456

Message

Page 4 of 12

CW's agreement with AIG in the context of those other agreements, we aren't in a position to proceed with a settlement of CW's claims absent, among other things, a review of additional documents. At a minimum, we will need copies of the final, executed agreement with JP Morgan, with all schedules; a blacklined copy of the same reflecting changes made to the version that you had sent to us; and copies of the AIG agreement and any related agreements pertaining to AIG's payment, or deferral of payment, of amounts due under the lease. This should not be viewed as a definitive list of the documents that we will require to analyze the claims and the settlement.

Regards,

Richard

<image001.jpg>

Richard P. Krasnow

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
richard.krasnow@weil.com
+1 212 310 8493 Direct
+1 212 310 8007 Fax

From: Dietderich, Andrew G. [mailto:dietdericha@sullcrom.com]
Sent: Tuesday, December 21, 2010 5:03 PM
To: Krasnow, Richard
Cc: O'Connor, Michael; 'DODonnell@milbank.com'; Del Nido, Erika; Jones, Rupert
Subject: RE: Canary Wharf("CW")

Richard,

As you know from the announcements, we've closed with JPMorgan on the lines discussed. Can you let us know when you and Milbank will have a view on the settlement proposal? The ball is in your court, as they say, but our client would like a prompt answer on the current proposal if we are going to proceed further down that track.

Regards,

Andy

From: Krasnow, Richard [mailto:richard.krasnow@weil.com]
Sent: Friday, December 10, 2010 10:36 AM
To: Dietderich, Andrew G.
Cc: O'Connor, Michael; 'DODonnell@milbank.com'; Del Nido, Erika; Jones, Rupert
Subject: Canary Wharf("CW")

Andy,

Attached is a copy of the fully executed confidentiality agreement. It would facilitate a review of the documents if, in addition to sending them to Erika and me, copies were also sent to Rupert Jones, who is in our London office.

06/01/2011

CONFIDENTIAL

CW0018457

Message

Page 5 of 12

and Dennis O'Donnell at Milbank, counsel to the Creditors' Committee.

We believe that it's important to advise you that, based on a very preliminary review and consideration of the documents and information provided to us for the first time this week regarding CW's transaction with LBL/PwC and its anticipated transaction with the third party, it's not certain that LBHI will be able to proceed with the settlement based on the terms set forth in the latest draft of the proposed settlement. We have been consulting with Milbank during the course of this week regarding the information that only recently has come to light, and they've advised us that they, too, would need to re-evaluate the proposed settlement after conducting the same legal and factual due diligence regarding these transactions that we require.

It is highly unlikely that the requisite due diligence will be completed by December 16th, and we believe that it's almost certain that the Creditors' Committee will not be able to take a position on a settlement by that date. You should govern yourself accordingly.

Richard

<image001.jpg>

Richard P. Krasnow

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
richard.krasnow@weil.com
+1 212 310 8493 Direct
+1 212 310 8007 Fax

From: Dietderich, Andrew G. [mailto:dietdericha@sullcrom.com]
Sent: Thursday, December 09, 2010 5:49 PM
To: Krasnow, Richard; Del Nido, Erika
Cc: 'george.iacobescu@canarywharf.com'; Shenker, Joseph; 'levcapital@aol.com'; 'Peter@Canary.co.uk'; 'Pamela.Kendall@CanaryWharf.com'; 'Christopher.Henderson@CanaryWharf.com'; O'Connor, Michael; 'dcash@alvarezandmarsal.com'
Subject: Re: Execution Copy of Confidentiality Agreement

Okay. We have lease for you when ready. Can now proceed (thank you for the confirmation) to forfeiture tomorrow and aiming for closing with new tenant on 16th.

From: Krasnow, Richard <richard.krasnow@weil.com>
To: Dietderich, Andrew G.; Del Nido, Erika <Erika.delNido@weil.com>
Cc: 'George.Iacobescu@CanaryWharf.com' <George.Iacobescu@CanaryWharf.com>; Shenker, Joseph; 'levcapital@aol.com' <levcapital@aol.com>; 'Peter@Canary.co.uk' <Peter@Canary.co.uk>; 'Pamela.Kendall@CanaryWharf.com' <Pamela.Kendall@CanaryWharf.com>; 'Christopher.Henderson@CanaryWharf.com' <Christopher.Henderson@CanaryWharf.com>; O'Connor, Michael; 'dcash@alvarezandmarsal.com' <dcash@alvarezandmarsal.com>
Sent: Thu Dec 09 17:46:07 2010
Subject: Re: Execution Copy of Confidentiality Agreement

06/01/2011

CONFIDENTIAL

CW0018458

.Message

Page 6 of 12

Thanks. Delivery of signature page tonight possible but unlikely.

From: Dietderich, Andrew G. [mailto:dietdericha@sullcrom.com]
Sent: Thursday, December 09, 2010 05:35 PM
To: Dietderich, Andrew G. <dietdericha@sullcrom.com>; Krasnow, Richard; Del Nido, Erika
Cc: 'George Iacobescu' <George.Iacobescu@CanaryWharf.com>; Shenker, Joseph <ShenkerJ@sullcrom.com>; 'levcapital@aol.com' <levcapital@aol.com>; 'Peter Anderson' <Peter@Canary.co.uk>; 'Pamela Kendall' <Pamela.Kendall@CanaryWharf.com>; 'Christopher Henderson' <Christopher.Henderson@CanaryWharf.com>; O'Connor, Michael <oconnorm@sullcrom.com>
Subject: RE: Execution Copy of Confidentiality Agreement

On behalf of Andy, here is CW's signature page. Could you please let us know if you will be sending your signature page this evening.
Thanks,

Michael O'Connor
Secretary to Andy Dietderich

From: Dietderich, Andrew G.
Sent: Thursday, December 09, 2010 3:41 PM
To: Krasnow, Richard; Del Nido, Erika
Cc: George Iacobescu; Shenker, Joseph; levcapital@aol.com; Peter Anderson; Pamela Kendall; Christopher Henderson
Subject: Execution Copy of Confidentiality Agreement

As requested, here is a clean execution copy with the revised notice information, and a separate signature page just in case something else changes.

Please sign this one and return. I'll get new signature from CW.

From: Krasnow, Richard [mailto:richard.krasnow@weil.com]
Sent: Thursday, December 09, 2010 2:20 PM
To: Dietderich, Andrew G.
Cc: Del Nido, Erika
Subject: RE: revised confidentiality agreement

Sorry to do this since it impacts the signature page, but I think that for the contacts listed in 3.3, we should add phone and fax numbers and email addresses. Makes the most sense for you to add my relevant information, which is noted below, and the relevant info for CW and have them re-execute. Thanks.

<image001.jpg>

Richard P. Krasnow

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
richard.krasnow@weil.com
+1 212 310 8493 Direct
+1 212 310 8007 Fax

06/01/2011

CONFIDENTIAL

CW0018459

Message

Page 7 of 12

From: Dietderich, Andrew G. [mailto:dietdericha@sullcrom.com]
Sent: Thursday, December 09, 2010 2:07 PM
To: Del Nido, Erika
Cc: Krasnow, Richard
Subject: RE: revised confidentiality agreement

Of course. Here you go. I also attach a counterpart signature page for CW, which you can hold for release when we have yours.

From: Del Nido, Erika [mailto:Erika.delNido@weil.com]
Sent: Thursday, December 09, 2010 1:05 PM
To: Dietderich, Andrew G.
Cc: Krasnow, Richard
Subject: RE: revised confidentiality agreement

Andrew,

Could you please fill in the address information at the beginning and the notice information for section 3.3? After receipt of this, we will send to our client for signature.

Thank you,
Erika

<image001.jpg>

Erika del Nido

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Erika.delNido@weil.com
+1 212 310 8323 Direct

From: Dietderich, Andrew G. [mailto:dietdericha@sullcrom.com]
Sent: Thursday, December 09, 2010 12:55 PM
To: Krasnow, Richard
Cc: 'dcash@alvarezandmarsal.com'; Jones, Rupert; 'DODonnell@milbank.com'; Del Nido, Erika; Shenker, Joseph; 'george.iacobescu@canarywharf.com'; 'levcapital@aol.com'
Subject: Re: revised confidentiality agreement

Thanks, Richard. Please do so and we will happily send lease for your review.

Separately, I'll send some marks on the stip and, pushing our luck, we can see if there is still a meeting of client minds on that as well.

From: Krasnow, Richard <richard.krasnow@weil.com>
To: Dietderich, Andrew G.
Cc: 'dcash@alvarezandmarsal.com' <dcash@alvarezandmarsal.com>; Jones, Rupert <rupert.jones@weil.com>; 'DODonnell@milbank.com' <DODonnell@milbank.com>; Del Nido, Erika <Erika.delNido@weil.com>;

06/01/2011

CONFIDENTIAL

CW0018460

Message

Page 8 of 12

Shenker, Joseph; 'george.iacobescu@canarywharf.com'
<george.iacobescu@canarywharf.com>; 'levcapital@aol.com'
<levcapital@aol.com>
Sent: Thu Dec 09 12:39:14 2010
Subject: RE: revised confidentiality agreement

Thanks. We have consulted with our client and, on the assumption that the economic terms of the proposed transaction are as was described to us at the December 6, 2010 meeting, then LBHI would not elect to enter into a lease for the premises on the same terms as the current CW/LBL lease. Please advise whether or not we should obtain LBHI's signature to the confidentiality agreement?

<image001.jpg>

Richard P. Krasnow

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New York, NY 10153
richard.krasnow@weil.com
+1 212 310 8493 Direct
+1 212 310 8007 Fax

From: Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]
Sent: Thursday, December 09, 2010 10:32 AM
To: Krasnow, Richard
Cc: 'dcash@alvarezandmarsal.com'; Jones, Rupert; 'DODonnell@milbank.com'; Del Nido, Erika; Shenker, Joseph; 'george.iacobescu@canarywharf.com'; 'levcapital@aol.com'
Subject: RE: revised confidentiality agreement

The changes to the confidentiality agreement are acceptable to the new tenant. When we have an answer to the question we have permission to proceed.

From: Dietderich, Andrew G.
Sent: Wednesday, December 08, 2010 6:59 PM
To: 'richard.krasnow@weil.com'
Cc: 'dcash@alvarezandmarsal.com'; 'rupert.jones@weil.com'; 'DODonnell@milbank.com'; 'Erika.delNido@weil.com'; Shenker, Joseph; 'george.iacobescu@canarywharf.com'; 'levcapital@aol.com'
Subject: Re: revised confidentiality agreement

We said that we could not provide the new tenant's lease if LBHI were reserving the right to compete with the new tenant. You objected to that on the basis that economics of lease might demonstrate a surprisingly high market value that LBHI could capture. We disclosed to you the market value (less than half the value of a replacement lease on initial terms), and said that we would send you the lease if you could confirm that, if lease terms matched our disclosure, you would not compete with the new tenant. That was a solution that worked for new tenant. You were going to check with A&M. I do not know what changed.

We continue to have an urgent outstanding question whether you want a new lease on initial terms. It is important to know this so we can do a mitigation deal that is in everyone's interest. Can you please answer the question so we can tell new tenant?

06/01/2011

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CW0018461

Message

Page 9 of 12

From: Krasnow, Richard <richard.krasnow@weil.com>
To: Dietderich, Andrew G.
Cc: 'dcash@alvarezandmarsal.com' <dcash@alvarezandmarsal.com>; Jones, Rupert <rupert.jones@weil.com>; 'DODonnell@milbank.com' <DODonnell@milbank.com>; Del Nido, Erika <Erika.delNido@weil.com>
Sent: Wed Dec 08 18:39:11 2010
Subject: RE: revised confidentiality agreement

Your statement regarding the reason for the request is inaccurate. We found out about a potential transaction as a result of press reports. We then contacted Clifford Chance about that transaction and advised that we needed to know the specifics of any transaction in order to evaluate the proposed settlement and CW's asserted claims. That's it. LBHI is not seeking that information in order to evaluate whether or not to assume or enter into a lease. I hope that is sufficiently clear. I will resend the documents.

<image001.jpg>

Richard P. Krasnow

Weil, Gotshal & Manges LLP
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New York, NY 10153
richard.krasnow@weil.com
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+1 212 310 8007 Fax

From: Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]
Sent: Wednesday, December 08, 2010 6:31 PM
To: Krasnow, Richard
Cc: 'dcash@alvarezandmarsal.com'; Jones, Rupert; 'DODonnell@milbank.com'
Subject: Re: revised confidentiality agreement

I didn't receive it. Could you resend.

You correctly describe the permitted uses once you have it: per your request we made this broader.

But please let's speak plainly.

The only purpose of the delivery of the information at this time is because you asked for it prior to confirming you do not want to take up the lease. We understood you were prepared to do so after confirmation that the lease economics are as we described verbally on Monday and you took to A&M. Are you ready to do that upon confirmatory review? I don't think the new tenant will give its lease to you without that good faith commitment, and reserving a useless right to take the lease in competition to the new tenant could have serious consequences for the mitigation deal more generally.

From: Krasnow, Richard <richard.krasnow@weil.com>
To: Dietderich, Andrew G.
Cc: Cash, Debra <dcash@alvarezandmarsal.com>; Jones, Rupert <rupert.jones@weil.com>; O'Donnell, Dennis C. <DODonnell@milbank.com>
Sent: Wed Dec 08 18:03:18 2010

06/01/2011

CONFIDENTIAL

CW0018462

Message

Page 10 of 12

Subject: RE: revised confidentiality agreement

I thought that I sent you an email that addressed this but in any event, section 1.1 of the letter agreement provides that the information may only be used in connection with settlement negotiation or any litigation relating to CW's asserted claims.

<image001.jpg>

Richard P. Krasnow

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
richard.krasnow@weil.com
+1 212 310 8493 Direct
+1 212 310 8007 Fax

From: Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]
Sent: Wednesday, December 08, 2010 5:02 PM
To: Krasnow, Richard
Cc: Cash, Debra; Jones, Rupert; O'Donnell, Dennis C.
Subject: RE: revised confidentiality agreement

Thanks. I'll take a look. But the purpose of our sharing this information was because you wanted to see it prior to confirming that you do not want take up the 25 Bank Street lease on its initial terms – a fair request of the new tenant we have found to mitigate our losses (and reduce our claim). Before we share anything, it is important to both my client and the tenant to confirm that this remains the premise of your review. It is not tenable for either of them that you reserve the right to compete with the new tenant for the space.

From: Krasnow, Richard [<mailto:richard.krasnow@weil.com>]
Sent: Wednesday, December 08, 2010 4:49 PM
To: Dietderich, Andrew G.
Cc: Cash, Debra; Jones, Rupert; O'Donnell, Dennis C.
Subject: FW: revised confidentiality agreement

Andy,

As we consider your requests, let's try to make some progress on one front. Attached are clean and blacklined copies of a revised confidentiality letter. The blacklined version reflects changes that we made to the last draft that you had sent to us. As I mentioned to you on our call, the only substantive comment that Milbank conveyed to us is that since they will need to share information regarding the transaction with the committee when they make a recommendation regarding a settlement, they would like the committee members to be included amongst those parties who have access to the information. As per the letter, members would be deemed subject to the confidentiality provision of the letter agreement and the committee members themselves are subject to confidentiality restrictions based on the committee's by-laws. We have modified the letter to accommodate Milbank's request. Please advise whether that change as well as the other changes are acceptable. Thanks.

06/01/2011

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CW0018463

Message

Page 11 of 12

Richard

<image001.jpg>

Richard P. Krasnow

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CW0018464

LEHMAN BROTHERS HOLDINGS INC.

Heron Quays (HQ2) T1 Limited and Heron Quays (HQ2) T2 Limited
Canary Wharf Management Limited
Canary Wharf Contractors Limited
One Canada Square
Canary Wharf
London E14 5AB

December 9, 2010

Dear Sirs,

25 Bank Street, Canary Wharf, London (the "Demised Premises") – Strictly private and confidential

On September 15, 2008 and on various dates thereafter, each of Lehman Brothers Holdings Inc. ("LBHI") and certain of its affiliates (collectively, the "Debtors") filed voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), which cases are being jointly administered under Case Number 08-13555.

On September 14, 2009, (i) Heron Quays (HQ2) T1 Limited and Heron Quays (HQ2) T2 Limited (collectively, the "Landlord"), (ii) Canary Wharf Management Ltd. (the "Management Company"), and (iii) Canary Wharf Contractors Ltd. (the "Contractor") (parties i through iii, collectively, the "Canary Wharf Entities"), filed their respective proofs of claim no. 14824, 14825, and 14826 (collectively, the "Canary Wharf Claims") against LBHI seeking payment for losses arising from certain alleged guarantees of certain alleged obligations arising under certain agreements pertaining to the Demised Premises.

In order to progress our negotiations with you, the Canary Wharf Entities, in respect of a potential settlement of the Canary Wharf Claims, we have requested information from you relating to your negotiations with a third party (the "Third Party") in relation to the Third Party's potential acquisition of an interest in the Demised Premises (the "Confidential Information").

1. **UNDERTAKING**

In consideration of you, the Canary Wharf Entities and/or your professional advisers, providing to us any Confidential Information and in consideration of the Third Party consenting to such provision, we undertake as follows:

- 1.1 that we will keep confidential, and will not disclose to any other person, the Confidential Information and the fact that we have been supplied with the

US_ACTIVE:435781550558399.0008
C:\DOCUMENTS AND SETTINGS\WELNID\LOCAL SETTINGS\TEMPORARY INTERNET FILES\CONTENT OUTLOOK\Y506GX7K\SC1-
#773904-V1-EXECUTION_COPY_OF_CONFIL_AGREEMENT (2).DOC

Confidential Information save that (subject to us complying with paragraph 1.3) we may disclose the Confidential Information to:

- (a) LBHI and its current employees; and
- (b) Alvarez & Marsal North America, LLC ("A&M"), its current employees, its current counsel, and the paralegal, clerical and secretarial staff employed by such counsel; and
- (c) Weil, Gotshal & Manges, LLP and the paralegal, clerical and secretarial staff employed by such counsel; and
- (d) the members of and professional advisors to the Official Committee of Unsecured Creditors and the paralegal, clerical and secretarial staff employed by such counsel;

in each such case, in connection with and only in so far as (i) such disclosure may be essential to consider and progress the settlement of the Claims or (ii) the Confidential Information would be discoverable by us were we to object to the Claims and is used by us in connection therewith or in resolving any dispute you and we may have relating to the Claims. The Confidential Information may not be used for any other purpose;

- 1.2 that we will procure that each of our officers and employees and any professional advisers to whom Confidential Information is disclosed has prior to such disclosure been provided with a copy of this letter and request that they comply with all of our obligations in this letter as if they were a signatory;
- 1.3 except if the same is public knowledge, not to make any public announcement of the Confidential Information, the fact that the Confidential Information is being supplied to us or of the existence of your negotiations with the Third Party;
- 1.4 not to make or permit the making of any copies of the Confidential Information or reproduce it in any form, except for the purpose of supplying the Confidential Information to those to whom disclosure is permitted pursuant to this letter;
- 1.5 to provide you with reasonable advance notice, where practicable, of any disclosure required in connection with any litigation or proceeding and to support any application you make to any court for confidential treatment of the Confidential Information in connection therewith;
- 1.6 to notify you as promptly as possible if we or any of our professional advisers become aware that Confidential Information has been disclosed to an unauthorised party;
- 1.7 to return any Confidential Information supplied to us if so demanded by you or your professional advisers, except to the extent any Confidential Information that would be discoverable by us in connection with an Objection; and
- 1.8 to destroy any Confidential Information supplied to us if so demanded by the Canary Wharf Entities or your professional advisers and to confirm to you in writing that such destruction has taken place, except to the extent we are otherwise required by law to

retain the Confidential Information, any Confidential Information would be discoverable by us in connection with an Objection.

2. **ACKNOWLEDGEMENTS**

The Canary Wharf Entities and LBHI acknowledge and agree that:

- 2.1 notwithstanding anything contained herein to the contrary, we have the right to use the Confidential Information in connection with an objection to any of the Canary Wharf Claims (the "Objection") provided that we give reasonable notice to you prior to publicly filing the Confidential Information so that the Canary Wharf Entities may file a motion with the Bankruptcy Court requesting that the Confidential Information be filed under seal pursuant to section 107 of the Bankruptcy Code and Rule 9018 of the Federal Rules of Bankruptcy Procedure, which motion we will support; provided, however, that if said motion is granted, then the terms of the order rather than this letter shall govern use of the Confidential Information in connection with the Objection; and provided further, however, that if either such motion is not filed or is denied, then none of the provisions of this Confidentiality Agreement shall restrict the use of the Confidential Information in connection with the Objection;
- 2.2 damages may not be an adequate remedy for a breach of this letter and/or breach of confidence and that you may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this letter and/or breach of confidence;
- 2.3 the failure to exercise or delay in exercising a right or remedy provided by this letter, by law or in equity does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this letter, by law or in equity prevents further exercise of the right or remedy or the exercise of another right or remedy available to you, whether contractual, equitable, proprietary or otherwise;
- 2.4 to the extent that any Confidential Information is covered or protected by privilege, then disclosing such Confidential Information to us does not constitute a waiver of privilege or any other rights which you may have in respect of such Confidential Information and we will assert such privilege in any attempt to compel disclosure of the Confidential Information;
- 2.5 our undertakings under this letter are made for your benefit and the benefit of JPMorgan Chase Bank, National Association, which shall have the right to enforce the provisions of this letter against us directly;
- 2.6 the Canary Wharf Entities may designate information as Confidential Information pursuant to this letter by affixing to it the legend "CONFIDENTIAL" in a size and location that makes the designation readily apparent; provided, however, that designation of information as "CONFIDENTIAL" shall be based on a good faith belief by the Canary Wharf Entities that such materials contain (a) a trade secret or other confidential research, development, commercial information and/or otherwise private information subject to protection under state or federal law, (b) information subject by law or by contract to a legally protected right of privacy, or (c) information which the

Canary Wharf Entities are legally obligated to keep confidential, as reasonably determined by the Canary Wharf Entities;

- 2.7 for the purposes of this letter Confidential Information shall not include any information which is in the public domain at the time it is provided or which comes into the public domain after it is provided other than in breach of this letter or which was already lawfully in our possession or which was or becomes available to us on a non-confidential basis from a source other than you or your professional advisers;
- 2.8 if any provision of this letter is held to be invalid or unenforceable then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter but without invalidating any of the remaining provisions of this letter;
- 2.9 this letter contains the entire understanding between the Canary Wharf Entities and LBHI with respect to the subject matter hereof; and
- 2.10 this letter may be signed and delivered in counterparts. All counterparts, considered together, shall be considered as one original.

3. GOVERNING LAW AND JURISDICTION

- 3.1 This letter shall be governed by and construed in accordance with the laws of the State of New York.
- 3.2 Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this letter and to decide any claims or disputes which may arise or result from, or be connected with, this letter, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereto hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in the signature block hereof; provided, however, that if the Bankruptcy Court does not have or abstains from exercising such jurisdiction, the parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereto hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defence of inconvenient forum for the maintenance of such dispute.
- 3.3 Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby consents to process being served by any party to this letter in any suit, action or proceeding by delivery of a copy thereof as follows:

If to LBHI:

Weil Gotshal & Manges LLP,
Attn: Richard P. Krasnow,
767 Fifth Avenue,
New York, New York 10153
Telephone: (212) 310-8493
Fax: (212) 310-8007
richard.krasnow@weil.com

If to the Canary Wharf Entities:

Christopher Henderson
One Canada Square
Canary Wharf
LONDON
E14 5AB
Telephone: 011 44 20 7537 5050
Fax: 011 44 20 7418 2082
christopher.henderson@canarywharf.com

with a copy to:

Andrew Dietderich
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-3830
Fax: (212) 558-3588
dietdericha@sullcrom.com

- 3.4 All notices required to be given pursuant to this letter to the Canary Wharf Entities or LBHI shall be given to noticed parties as described in paragraph 3.3 above.

Please acknowledge your acceptance of the terms of this letter by signing and returning the enclosed copy of this letter to us, whereupon this letter shall become a binding agreement.

Yours faithfully

For and on behalf of Lehman Brothers Holdings Inc.


Daniel E. Brennan

Agreed and accepted by

For and on behalf of the Canary Wharf Entities

Date: December 2010

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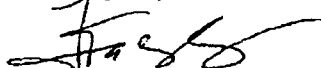
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Please acknowledge your acceptance of the terms of this letter by signing and returning the enclosed copy of this letter to us, whereupon this letter shall become a binding agreement.

Yours faithfully

For and on behalf of Lehman Brothers Holdings Inc.

Agreed and accepted by



For and on behalf of the Canary Wharf Entities

Date: December 2010

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